ground for disqualification. *Fredricton Boom Co.* v. *McPherson,* 13 N. Bruns. 8; *Benedict* v. *Penn. Coal Co.,* 6 Kulp (Pa.) 221; *Dimmack* v. *Wheeling Traction Co.,* 58 W. Va. 226, 52 S. E. 101; *Sansouver* v. *Glenlyon Dye Works,* 28 R. I. 539, 68 Atl. 545. But an employé of a company in which a corporation that was party to the suit owned stock has been held to be disqualified. *Temples* v. *Central of Georgia Ry. Co.,* 15 Ga. App. 115, 82 S. E. 777. The personal injury cases between master and servant, wherein the plaintiff has been allowed to question the jurors on their *voir dire* as to their interest in employers' insurance companies, have generally intimated that such a connection would not be a ground for disqualification. *Foley* v. *Cudahy Packing Co.,* 119 Ia. 246, 93 N. W. 284; *Iroquois Furnace Co.* v. *McCrae,* 191 Ill. 340, 61 N. E. 79. For a dictum to the contrary, see *Citizens' Light, Heat & Power Co.* v. *Lee,* 182 Ala. 561, 62 So. 199. Courts have approved the discretion of trial judges in excusing employés of a corporation controlled by the management controlling the defendant corporation, yet legally distinct from it. *Glasgow* v. *Metropolitan St. R. Co.,* 191 Mo. 347, 89 S. W. 915; *Tucker* v. *Buffalo Cotton Mills,* 76 S. C. 539, 57 S. E. 626, 121 Am. St. Rep. 957. The cases above denying the disqualification, or disapproving of the court's discretion in excusing, have considered only the question of whether or not the employé was personally interested in the result of the suit. But the disqualification of employés of parties rests upon a slightly different footing, that of the possibility of an employé's fearing a loss of his position. *The Central Railroad Co.* v. *Mitchell,* supra. This theory was recognized and accepted in the principal case and in the supporting cases above, where the possibility of fear was found in the fact that the juror's position was in the control of one who was substantially interested in the jury's verdict.

LANDLORD AND TENANT—CONSTRUCTIVE EVICTION.—The landlord of a hotel building leased "together with appurtenances" tore down a vestibule which extended out into adjoining premises also owned by him, the vestibule furnishing a convenient means of access to rear of hotel, and erected a building on the adjoining premises, which blocked the rear door and windows. The tenant refused to pay rent. In an action by the landlord to recover possession of the premises, *held,* that the passage-way over the alley was an appurtenance to the hotel, and that the landlord, by his destruction of the same, had partially evicted the tenant, thereby suspending the duty to pay rent. *Cohen* v. *Newman,* (N. Y. 1915), 155 N. Y. Supp. 30.

This case raises the question of whether or not a landlord's interference with an easement appurtenant to land can effect such an eviction as will constitute a defense to a claim for rent. The affirmative side of this question is the decided weight of authority and is definitely supported by the following cases: *White* v. *Quinn,* 38 Mo. App. 681; *West Side Savings Bank* v. *Newton,* 76 N. Y. 616; *Eschmann* v. *Atkinson,* 91 N. Y. Supp. 319; *Hall* v. *Irwin,* 78 N. Y. App. Div. 107. In *Fuller* v. *Ruby,* 76 Mass. 285 and in *Peck* v. *Hiler,* 31 Barb. (N. Y.) 117, the above doctrine is announced in the court's dicta. The negative side of the question is supported by *Wil-*

liams v. *Hayward,* 1 El. and El. 1040; and *Coleman* v. *Reddick,* 25 U. C. C. P. 579. For a discussion of the theory of this view, see 2 TIFFANY, LANDLORD & TENANT, 1270. The principal case also raises the question of whether, in the case of constructive eviction, the tenant must abandon the premises in order that he have a valid defense to an action for rent. It is held in *Adolphi* v. *Inglima,* 130 N. Y. Supp. 130 and in *Hamilton* v. *Graybill,* 19 Misc. 521 (N. Y.) that abandonment is not necessary. The contrary view is taken in *Boreel* v. *Lawton,* 90 N. Y. 293; *Beakes* v. *Haas,* 36 Misc. 796 (N. Y.); *Barrett* v. *Boddie,* 158 Ill. 479; *International Trust Co.* v. *Schumann,* 158 Mass. 287; *Leifermann* v. *Osten,* 167 Ill. 93; *Ralph* v. *Lomer,* 3 Wash. St. 401; and *Higbie* v. *Weegham Co.,* 126 Ill. App. 97. See 2 TIFFANY, LANDLORD & TENANT, 1265.

MINES AND MINERALS—EASEMENT OF SURFACE OWNER.—The plaintiff, the owner of the surface stratum, drilled a well and projected a pipe through a coal stratum in order to obtain water from a stratum below, which he owned. The defendant, the owner of the coal stratum, in mining, destroyed the pipe. In an action of trespass brought by plaintiff, *held,* that the question of defendant's negligence in destroying the pipe was properly submitted to the jury. *Penn. Central Brewing Co.* v. *Lehigh Valley Coal Co.* (Pa. 1915), 95 Atl. 471.

The important question raised here is whether or not when a stratum below the surface has beeen alienated, the owner of all other strata may have a right to go through this alienated stratum in order to get at his own property below. This question appears to have been decided but once before. In *Chartiers Block Coal Co.* v. *Mellon,* 152 Pa. 286, 25 Atl. 597, 18 L. R. A. 702, such a right was allowed. But it was expressly stated that the right was not based upon the theory of an easement of necessity. Nor is it stated in the principal case that an easement of necessity exists. If indeed such were held to exist, it would seem that the question of negligence were beside the point, since there had been an invasion of a property right. In 13 MICH. L. REV. 336 the creation of easements of necessity by a severance of property is discussed. Here even easements of quasi-necessity are shown to be allowed by some courts. In the principal case, we have an absolute necessity. The only difference is that one section of property is below rather than beside the other. There seems to be no good reason why such a right as is in question should not be definitely declared to be an easement of necessity.

MUNICIPAL CORPORATIONS—POLICE REGULATION OF "JITNEY" BUSSES.—In an interesting series of cases the right of a municipal corporation to regulate the "jitney" by ordinance under its police power is clearly outlined. The facts in the main are identical, the municipality, duly authorized to regulate and control its streets, by ordinance specified as to the experience, physical ability, and habits of the driver, the filing of the route, the license fee, and further required that an indemnity bond from an insurance company be given before permission to operate a "jitney" would be given by the city. In general the objections raised were unreasonableness, occupation tax, no